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EXAMINER
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ART UNIT	PAPER NUMBER
3692	

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Please find below and/or attached an Office communication concerning this application or proceeding.

The time period for reply, if any, is set in the attached communication.

PTOL-90A (Rev. 04/07)

	Application No.	Applicant(s)
Office Action Summary	10/674,988	OSHIMA ET AL.
	Examiner	Art Unit	
	STEPHANIE ZIEGLE	3692	

-- *The MAILING DATE of this communication appears on the cover sheet with the correspondence address* --

Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE <u>3</u> MONTH(S) OR THIRTY (30) DAYS,
WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.
- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed
  after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133).
  Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any
  earned patent term adjustment. See 37 CFR 1.704(b).

Status

1)☒ Responsive to communication(s) filed on <u>29 January 2009</u>.

2a)☒ This action is **FINAL.**   2b)☐ This action is non-final.

3)☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is
closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

Disposition of Claims

4)☒ Claim(s) _1-7, 9-14, and 17-20_ is/are pending in the application.

    4a) Of the above claim(s) _____ is/are withdrawn from consideration.

5)☐ Claim(s) _____ is/are allowed.

6)☒ Claim(s) _1-7,9-14 and 17-20_ is/are rejected.

7)☐ Claim(s) _____ is/are objected to.

8)☐ Claim(s) _____ are subject to restriction and/or election requirement.

Application Papers

9)☐ The specification is objected to by the Examiner.

10)☒ The drawing(s) filed on _29 September 2003_ is/are: a)☒ accepted or b)☐ objected to by the Examiner.

    Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).

    Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).

11)☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

Priority under 35 U.S.C. § 119

12)☒ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).

    a)☒ All   b)☐ Some * c)☐ None of:

        1.☒ Certified copies of the priority documents have been received.

        2.☐ Certified copies of the priority documents have been received in Application No. _____.

        3.☐ Copies of the certified copies of the priority documents have been received in this National Stage
application from the International Bureau (PCT Rule 17.2(a)).

    * See the attached detailed Office action for a list of the certified copies not received.

Attachment(s)

1)☒ Notice of References Cited (PTO-892)

2)☐ Notice of Draftsperson's Patent Drawing Review (PTO-948)

3)☐ Information Disclosure Statement(s) (PTO/SB/08)
Paper No(s)/Mail Date _____.

4)☐ Interview Summary (PTO-413)
Paper No(s)/Mail. Date. _____.

5)☐ Notice of Informal Patent Application

6)☐ Other: _____.

DETAILED ACTION

Status of Claims

1. This action is in reply to the amendment filed on 29 January 2009.

2. Claims 3, 11-12, and 20 have been amended.

3. Claims 8, 15-16, and 21-30 have been canceled.

4. Claims 1-7, 9-14, and 17-20 are currently pending and have been examined.

5. This action is made FINAL.

6. The previous 112 1st and 112 2nd rejections over claims 3 and 12 have been withdrawn, a new 112 1st rejection is hereby added for claims 11 and 20.

7. The double patenting rejection is withdrawn in light of the terminal disclaimer filed on 29 January 2009.

8. The previous 101 rejection is maintained.

Terminal Disclaimer

9. The terminal disclaimer filed on 29 January 2009 disclaiming the terminal portion of any patent granted on this application which would extend beyond the expiration date of application number 10/695,971 has been reviewed and is accepted. The terminal disclaimer has been recorded.

Response to Arguments

10. Applicant's arguments received on 29 January 2009 have been fully considered but they are not persuasive. Referring to the previous Office action, Examiner has cited relevant portions of the references as a means to illustrate the systems as taught by the prior art. As a means of providing further clarification as to what is taught by the references used in the first Office action,

Examiner has expanded the teachings for comprehensibility while maintaining the same grounds of rejection of the claims, except as noted above in the section labeled "Status of Claims." This information is intended to assist in illuminating the teachings of the references while providing evidence that establishes further support for the rejections of the claims.

11.   With regard to the limitations of claims 1 and 11, Applicant argues that "none of the cited references disclose determining whether the buy figure is in a preset allowable value range and sending quotation information excluding the buy figure to a user computer." The examiner respectfully disagrees. Seretti discloses a number of automobile retailers/dealers who are provided the ability to provide appraisal and buy out quotations to the user. However if the dealer has no interest in the vehicle, it does not meet their criteria, then they do not provide a quote to the customer. This could indeed include a condition where the buy out quote must be within a certain range. Also, if the vehicle does not meet the dealers criteria that quote will be excluded in the quotation that is sent to the customer.

12.   With regard to the limitations of claims 12, 15, and 20, applicant argues that "none of the cited references teaches or discloses the elements of previous claim 15, which has now been added to claims 12 and 20." The examiner respectfully disagrees. Applicant's Own Admissions does indeed disclose the limitations of claim 15. Applicant's Own Admissions in paragraph 1 of page 3 discloses comparing the trade-in quote to a specified value and if the quote is greater then the specified value then the trade-in quote is set to the value calculated and if the trade-in quote is less then the specified value then a fixed price coupon is provided to the user rather then the quote itself. This is indeed the same as comparing the quote to a value level criterion and setting the price to the quote when the level is exceeded or in the case that the value does not exceed the level then setting a fixed price.

13. With regard to Applicant's attempted traversals of Examiner's Official Notice, Examiner directs Applicant's attention to MPEP §2144.03(C). Applicant's attempted traversals are inadequate because Applicant neither specifically points out the supposed errors in Examiner's official notice nor why Applicant believes Examiner is in error. As noted in that section of the MPEP, Examiner is not required to provide a supporting reference for asserted common knowledge unless the subject matter of the asserted common knowledge is technical by nature and is itself beyond common knowledge. Due to the inadequate traversal of the Official Notice, the statements of official notice are now taken as admitted prior art.

Claim Rejections - 35 USC § 112

14. The following is a quotation of the first paragraph of 35 U.S.C. 112:

The specification shall contain a written description of the invention, and of the manner and process of making and using it, in such full, clear, concise, and exact terms as to enable any person skilled in the art to which it pertains, or with which it is most nearly connected, to make and use the same and shall set forth the best mode contemplated by the inventor of carrying out his invention.

15. Claims 11 and 20 are rejected under 35 U.S.C. 112, first paragraph, as failing to comply with the written description requirement. The claim(s) contains subject matter which was not described in the specification in such a way as to reasonably convey to one skilled in the relevant art that the inventor(s), at the time the application was filed, had possession of the claimed invention. Having the modules executed by an integrated circuit is new matter.

Claim Rejections - 35 USC § 101

16. 35 U.S.C. 101 reads as follows:

Whoever invents or discovers any new and useful process, machine, manufacture, or composition of matter, or any new and useful improvement thereof, may obtain a patent therefor, subject to the conditions and requirements of this title.

17. Claims 11 and 20 are rejected under 35 U.S.C. 101 because the claimed invention is directed to non-statutory subject matter. Claims 11 and 20 recite several modules. Modules not claimed as embodied in computer-readable media are functional descriptive material per se and are considered to be software per se, which is not statutory (see MPEP 2106.01). Here, Applicant has claimed a system defined merely by software or terms synonymous with software or files, namely "modules," lacking storage on a medium, which does not enable any underlying functionality to occur. The recitation of an integrated circuit is not positively recited as an element of the system; therefore, the system has no components or structure and is thus considered non-statutory.

Claim Rejections - 35 USC § 103

18. The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negatived by the manner in which the invention was made.

19. The factual inquiries set forth in *Graham* **v.** *John Deere Co.*, 383 U.S. 1, 148 USPQ 459 (1966), that are applied for establishing a background for determining obviousness under 35 U.S.C. 103(a) are summarized as follows:

1.   Determining the scope and contents of the prior art.
2.   Ascertaining the differences between the prior art and the claims at issue.

    3.   Resolving the level of ordinary skill in the pertinent art.
    4.   Considering objective evidence present in the application indicating obviousness or
          nonobviousness.

20.   Claims 1-2, 5-6, 9-10, and 11 are rejected under 35 U.S.C. 103(a) as being unpatentable over the

Overview of the HP Trade-in Process, hereinafter HP in view of Ellenson et al (US

2003/0200151), hereinafter Ellenson and further in view of Seretti et al (US 5,978,776),

hereinafter Seretti.

Examiner's Note: The Examiner has pointed out particular references contained in the prior art

of record within the body of this action for the convenience of the Applicant. Although the

specified citations are representative of the teachings in the art and are applied to the specific

limitations within the individual claim, other passages and figures may apply. Applicant, in

preparing the response, should consider fully the entire reference as potentially teaching all or

part of the claimed invention, as well as the context of the passage as taught by the prior art or

disclosed by the Examiner.

Claim 1:

    HP, as shown, discloses the following limitations:

          o   *causing a server computer, which is connected with the user computer in a*
              communicable manner, to receive a quotation request of the used article and
              quotation requirement information, which is required for quotation of the used article,
              from the user computer and to determine a trade-in quote for the acceptance of the
              used article that is a trade-in if the used article with purchase of a product and a
              cash-out quote for the .acceptance of the used article that is a cash-out of the used
              article without purchase of a product, based on the quotation requirement
              information; [See at least Section 1: Tell us about your current products]

    HP does not disclose the following limitation. Ellenson, however, does disclose the following:

    o   *(b) causing the server computer to send quotation information, which includes the trade-in quote and the cash-out quote determined in said step (a), to the user computer* [See at least Figure 7G]

It would have been obvious to one skilled in the art at the time of the invention to combine the quotation request of HP with the return of a quotation window of Ellenson because it "allows a consumer to accurately assess the current market value of his vehicle/item (Ellenson paragraph 0009 lines 13-14)." The combination of HP and Ellenson does not disclose the following limitations. Seretti, however, does disclose:

    o   *wherein said step (b) causes the server computer to determine whether the cash-out quote, which has been determined based on the quotation requirement information, is in a preset allowable cash-out value range and, when it is determined that the cash-out quote is out of the preset allowable cash-out value range, to send the quotation information excluding the cash-out quote to the user computer.* [See at least column 6 lines 31-55]

The combination of HP and Ellenson also does not disclose providing a cash-out quote Seretti in at least Figure 4 and related text does discloses providing a buy figure and an appraisal figure for a used item. It would have been obvious to one skilled in the art at the time of the invention to combine the quotation request and window of HP and Ellenson with the cash-out quote and range of Seretti because it would allow a customer to quickly and easily obtain an accurate current market value for their item.

Claim 2:

The combination of HP, Ellenson, and Seretti, as shown in the rejection above, discloses all of the limitations of claim 1. Seretti also discloses the following:

    o *said step (a) causes the server computer to determine the trade-in quote and the cash-out quote in such a manner that the trade-in quote is higher than the cash-out quote.* [See at least column 6 lines 31-55]

It would have been obvious to one skilled in the art at the time of the invention to combine the quotation request and window, the cash-out quote and range of HP, Ellenson, and Seretti with the trade-in quote being higher of Seretti because it enables the seller to provide an buying incentive to the customer in order for the transaction to be mutually beneficial for both parties (i.e. the seller receives money from the transaction instantly from the sale of the new item rather then having to wait to sell the used item, while the customer is able to dispose of their used item quickly and conveniently).

Claim 5:

The combination of HP, Ellenson, and Seretti, as shown in the rejection above, discloses all of the limitations of claim 1. Seretti also discloses the following:

    o *step (a) causes the server computer to set a minimum value and a maximum value of the cash-out quote and a maximum value and a minimum value of the trade-in quote.* [See at least column 6 lines 31-55]

It would have been obvious to one skilled in the art at the time of the invention to combine the quotation request and window, the cash-out quote and range of HP, Ellenson, and Seretti with the maximum/minimum values of Seretti because it allows for an accurate market value to be set for the item while taking into consideration the different aspects (condition, added features etc) of the item.

Claim 6:

The combination of HP, Ellenson, and Seretti, as shown in the rejection above, discloses all of the limitations of claim 1. Ellenson also discloses the following:

o *step (b) causes the server computer to send a quotation window, which includes a cash-out option selected by the user to request a cash-out at the cash-out quote and a trade-in option selected by the user to request a trade-in at the trade-in quote, in addition to the cash- out quote and the trade-in quote, as the quotation information to the user computer.* [See at least Figure 7G]

It would have been obvious to one skilled in the art at the time of the invention to combine the quotation request and window, the cash-out quote and range of HP, Ellenson, and Seretti with the return of a quotation window of Ellenson because it "allows a consumer to accurately assess the current market value of his vehicle/item (Ellenson paragraph 0009 lines 13-14)."

Claim 9:

The combination of HP, Ellenson, and Seretti, as shown in the rejection above, discloses all of the limitations of claim 1. Ellenson also discloses the following:

o *said step (b) causes the server computer to send a quotation window, which includes a cash- out option selected by the user to request a cash-out at the cash-out quote and a trade-in option selected by the user to request a trade-in at the trade-in quote, in addition to the cash- out quote and the trade-in quote, as the quotation information to the user computer and,* [[See at least Figure 7G]

It would have been obvious to one skilled in the art at the time of the invention to combine the quotation request and window, the cash-out quote and range of HP, Ellenson, and Seretti with the return of a quotation window of Ellenson because it "allows a consumer to accurately assess the current market value of his vehicle/item (Ellenson paragraph 0009 lines 13-14)." Seretti also discloses the following limitation:

o *when the cash-out quote, which has been determined based on the quotation requirement information, is out of a preset allowable cash-out value range, to send either of the quotation window excluding the cash-out option or the quotation window*

> *including the cash-out option in a certain state that does not allow for the user's*
>
> *selection, to the user computer.* [See at least column 6 lines 31-55]

It would have been obvious to one skilled in the art at the time of the invention to combine the quotation request and window, the cash-out quote and range of HP, Ellenson, and Seretti with the cash-out quote and range of Seretti because it would allow a customer to quickly and easily obtain an accurate current market value for their item.

Claim 10:

> The combination of HP, Ellenson, and Seretti, as shown in the rejection above, discloses all of the limitations of claim 1. HP also discloses the following:
>
> > o *said step (a) causes the server computer to receive the quotation request of the used*
> > *article and information regarding a component included in the used article as the*
> > *quotation requirement information, which is required for quotation of the used*
> > *article, from the user computer and to determine the trade-in quote and the cash-out*
> > *quote, based on the information regarding the component included in the used*
> > *article.* [See at least Section 1: Tell us about your current products]

Seretti also discloses providing a cash-out quote in at least Figure 4 and related text does discloses providing a buy figure and an appraisal figure for a used item. It would have been obvious to one skilled in the art at the time of the invention to combine the quotation request and window of HP and Ellenson with the cash-out quote and range of Seretti because it would allow a customer to quickly and easily obtain an accurate current market value for their item.

Claim 11:

> HP, as shown, discloses the following limitations:

- o *a quote determination module that receives a quotation request of the used article and quotation requirement information, which is required for quotation of the used article, from the user computer and determines a trade-in quote for the acceptance of the used article that is a trade-in of the used article with purchase of a product and a cash-out quote for the acceptance of the used article that is a cash-out of the used article without purchase of a product, based on the quotation requirement information;* [See at least Section 1: Tell us about your current products]

HP does not disclose the following limitation. Ellenson, however, does disclose the following:

- o *a quotation information transmission module that sends quotation information, which includes the trade-in quote and the cash-out quote determined by said quote determination module, to the user computer wherein said quotation information transmission module causes said quote determination module to determine whether the cash-out quote, which has been determined based on the quotation requirement information, is in a preset allowable cash-out value range and,* [See at least figure 2 and related text].

- o *Wherein each of the modules in the used article quotation system is executed by an integrated circuit* [See at least the abstract: computer-based]

It would have been obvious to one skilled in the art at the time of the invention to combine the quotation request of HP with the return of a quotation window and the computer of Ellenson because it "allows a consumer to accurately assess the current market value of his vehicle/item (Ellenson paragraph 0009 lines 13-14)." The combination of HP and Ellenson does not disclose the following limitations. Seretti, however, does disclose:

- o *when it is determined that the cash-out quote is out of the preset allowable cash-out value range, to send the quotation information excluding the cash-out quote to the user computer.* [See at least column 6 lines 31-55]

The combination of HP and Ellenson also does not disclose providing a cash-out quote Seretti in at least Figure 4 and related text also discloses providing a buy figure and an appraisal figure for a used item. It would have been obvious to one skilled in the art at the time of the invention to combine the quotation request and window of HP and Ellenson with the cash-out quote and range of Seretti because it would allow a customer to quickly and easily obtain an accurate current market value for their item.

21. Claims 3-4 are rejected under 35 U.S.C. 103(a) as being unpatentable over HP in view of Seretti further in view of Ellenson and even further in view of Official Notice (now admitted prior art).

Claim 3:

The combination of HP, Ellenson, and Seretti, as shown in the rejection above, discloses all of the limitations of claim 1. The combination of HP, Ellenson, and Seretti does not disclose *said step (a) causes the server computer either to determine first the cash-out quote and then the trade-in quote based on the predetermined cash-out quote in such a manner that the trade-in quote is higher than the cash-out quote, or to determine first the trade-in quote and then the cash-out quote based on the predetermined trade-in quote in such a manner that the trade-in quote is higher than the cash-out quote.* However, the Examiner takes **Official Notice (now admitted prior art)** that it is old and well known in the computation arts to determine two quotes in succession, without the order being significant. It would have been obvious to one skilled in the art at the time of the invention to combine the quotation request and window, the cash-out quote and range of HP, Ellenson, and Seretti with the beneficial trade-in quote because the company that is providing the quote would like to offset the cost loss that occurs when a customer does not purchase a product when disposing of their old item.

Claim 4:

The combination of HP, Ellenson, and Seretti, as shown in the rejection above, discloses all of the limitations of claim 1. The combination of HP, Ellenson, and Seretti does not disclose *step (a) causes the server computer either to determine the cash-out quote and compute the trade-in quote as a function of the predetermined cash-out quote, or to determine the trade-in quote and compute the cash-out quote as a function of the predetermined trade-in quote.* However, the Examiner takes **Official Notice (now admitted prior art)** that it is old and well known in the computation arts to determine one value as a function of another. It would have been obvious to one skilled in the art at the time of the invention to combine the quotation request and window, the cash-out quote and range of HP, Ellenson, and Seretti with the dependency of the quotes because it allows the company that is providing the quotes to minimize the cost loss that occurs when a customer does not purchase a product when disposing of their old item.

22.   Claim 7 is rejected under 35 U.S.C. 103(a) as being unpatentable over HP in view of Seretti further in view of Ellenson and even further in view of Brian Marshall's article "How Internet Cookies Work," hereinafter Marshall.

Claim 7:

The combination of HP, Ellenson, and Seretti, as shown in the rejection above, discloses all of the limitations of claim 6. The combination of HP, Ellenson, and Seretti does not disclose the following limitation. Marshall, however, does disclose:

o   *(c) in response to receipt of the user's selection of the trade-in option from the user computer after said step (b), causing the server computer to store a trade-in specification, which includes the quotation requirement information and the trade-in quote, into a storage unit;* [See at least Cookie Basics and How do Web sites use cookies]

- o *(d) in response to receipt of a product purchase request from the user computer, causing the server computer to read the trade-in specification stored in said storage unit, to send the read-out trade-in specification to the user computer, and to ask the user whether to effectuate a trade-in according to the trade-in specification.* [See at least Cookie Basics and How do Web sites use cookies]

It would have been obvious to one skilled in the art at the time of the invention to combine the quotation request and window, the cash-out quote and range of HP, Ellenson, and Seretti with the cookie of Marshall because "they provide a better user experience and make it much easier to gather accurate information about the site's visitors (Marshall paragraph 002)."

23.   Claims 12-14, 17, and 20 are rejected under 35 U.S.C. 103(a) as being unpatentable over HP in view of Ellenson and further in view of Applicants Own Admissions, hereinafter AOA.

Claim 12:

HP, as shown, discloses the following limitations:

- o *(a) causing a server computer, which is connected with the user computer in a communicable manner, to receive a quotation request of the used article and quotation requirement information, which is required for quotation of the used article, from the user computer and to set a tentative quote of the used article, based on the quotation requirement information;* [See at least Section 1: Tell us about your current products].

HP does not disclose the following limitation. Ellenson, however, does disclose:

- o *(d) causing the server computer to send quotation information including the final quote, to the user computer.* [See at least Figure 7G]

- o *Wherein each of the modules in the used article quotation system is executed by an integrated circuit* [See at least the abstract: computer-based]

It would have been obvious to one skilled in the art at the time of the invention to combine the quotation request of HP with the return of a quotation window of Ellenson because it "allows a consumer to accurately assess the current market value of his vehicle/item (Ellenson paragraph 0009 lines 13-14)." The combination of HP and Ellenson does not disclose the following limitations. AOA, however, does disclose:

- o *(b) causing the server computer to determine whether assessment of the used article is required, according to the tentative quote;* [AOA page 3 paragraph 1]

- o *(c) when it is determined in said step (b) that assessment of the used article is not required, causing the server computer to a lowest price according to the tentative quote as a firm price for acceptance of the used article without assessment and to set the firm price to a final quote of the used article, and when it is determined in said step (b) that assessment of the used article is required, causing the server computer to set a value range from the lowest to a highest price according to the tentative quote to the final quote of the used article on the condition of assessment of the used article;* [AOA page 3 paragraph 1]

- o *step (c), when it is determined in said step (b) that assessment of the used article is not required, causes the server computer to compare the tentative quote with a predetermined value level criterion and to set the settled price of no value range determined according to the tentative quote to the firm price in the case where the tentative quote exceeds the predetermined value level criterion and to set a fixed value regardless of the tentative quote to the firm price in the case where the*

tentative quote is not greater than the predetermined value level criterion. [See at least page 3 paragraph 1].

It would have been obvious to one skilled in the art at the time of the invention to combine the quotation request and window of HP and Ellenson with the assessment determination because it allows the customer to receive the fair and accurate value of their item.

Claim 13:

The combination of HP, Ellenson, and AOA, as shown in the rejections above, disclose all of the limitations of claim 12. AOA also discloses the following:

○ *step (b) causes the server computer to determine that assessment of the used article is not required, when the tentative quote is less than a preset assessment requirement judgment value.* [See at least page 3 paragraph 1].

It would have been obvious to one skilled in the art at the time of the invention to combine the quotation request and window of HP and Ellenson with the assessment of AOA because it allows the customer to receive the fair and accurate value of their item.

Claim 14:

The combination of HP, Ellenson, and AOA, as shown in the rejections above, disclose all of the limitations of claim 12. AOA also discloses the following:

○ *step (c), when it is determined in said step (b) that assessment of the used article is not required, causes the server computer to specify a value level of the tentative quote and to set either of the settled price of no value range determined according to the tentative quote or a fixed value regardless of the tentative quote to the firm price, based on the specified value level* [See at least page 3 paragraph 1].

It would have been obvious to one skilled in the art at the time of the invention to combine the quotation request and window of HP and Ellenson with the assessment of AOA because it allows the customer to receive the fair and accurate value of their item.

Claim 17:

The combination of HP, Ellenson, and AOA, as shown in the rejections above, disclose all of the limitations of claim 12. AOA also discloses the following:

- *(e) causing the server computer to determine whether the used article is worth of acceptance, based on the setting of the tentative quote in said step (a), wherein, when it is determined in said step (e) that the used article is not worth of acceptance, said step (d) causes the server computer to send the quotation information including a notice that the used article is not acceptable, to the user computer.* [AOA page 3 paragraph 1]

It would have been obvious to one skilled in the art at the time of the invention to combine the quotation request and window of HP and Ellenson with the assessment of AOA because it allows the customer to receive some sort of compensation no matter what their item is actually worth.

Claim 20:

HP, as shown, discloses the following limitations:

- *a tentative quote setting module that receives a quotation request of the used article and quotation requirement information, which is required for quotation of the used article, from the user computer and sets a tentative quote of the used article based on the quotation requirement information;* [See at least Section 1: Tell us about your current products].

HP does not disclose the following limitation. Ellenson, however, does disclose:

- o *a quotation information transmission module that sends quotation information including the final quote set by said final quote setting module, to the user computer.* [See at least Figure 2 and related text and claim 13]

It would have been obvious to one skilled in the art at the time of the invention to combine the quotation request of HP with the return of a quotation window of Ellenson because it "allows a consumer to accurately assess the current market value of his vehicle/item (Ellenson paragraph 0009 lines 13-14)." The combination of HP and Ellenson does not disclose the following limitations. AOA, however, does disclose:

- o *an assessment requirement judgment module that determines whether assessment of the used article is required, according to the tentative quote set by said tentative quote setting module;* [AOA page 3 paragraph 1]

- o *a final quote setting module that, when it is determined that assessment of the used article is not required by said assessment requirement judgment module, determines a lowest price according to the tentative quote as a firm price for acceptance of the used article without assessment and sets the firm price to a final quote of the used article, and when it is determined that assessment of the used article is required by said assessment requirement judgment module, sets a value range from the lowest to a highest price according to the tentative quote to the final quote of the used article on the condition of assessment of the used article; and* [AOA page 3 paragraph 1]

- o *step (c), when it is determined in said step (b) that assessment of the used article is not required, causes the server computer to compare the tentative quote with a predetermined value level criterion and to set the settled price of no value range determined according to the tentative quote to the firm price in the case where the tentative quote exceeds the predetermined value level criterion and to set a fixed value regardless of the tentative quote to the firm price in the case where the*

> *tentative quote is not greater than the predetermined value level criterion.* [See at least page 3 paragraph 1].

It would have been obvious to one skilled in the art at the time of the invention to combine the quotation request and window of HP and Ellenson with the assessment determination because it allows the customer to receive the fair and accurate value of their item.

24. Claims 18-19 are rejected under 35 U.S.C. 103(a) as being unpatentable over HP in view of Ellenson, further in view of AOA and even further in view of Seretti.

Claim 18:

The combination of HP, Ellenson, and AOA, as shown in the rejections above, disclose all of the limitations of claim 12. HP also discloses the following:

> o *Wherein said step (a) causes the server computer to receive the quotation request of the used article and the quotation requirement information, which is required for quotation of the used article, from the user computer and to set a tentative trade-in quote for the acceptance of the used article that is a trade-in with purchase of a product and a tentative cash-out quote for the acceptance of the used article that is a cash-out without purchase of a product, based on the quotation requirement information,* [See at least Section 1: Tell us about your current products]

Ellenson also discloses the following:

> o *said step (d) causes the server computer to send the quotation information including both the final trade-in quote and the final cash-out quote, to the user computer.* [See at least Figure 7G]

It would have been obvious to one skilled in the art at the time of the invention to combine the quotation request of HP with the return of a quotation window of Ellenson because it "allows a consumer to accurately assess the current market value of his vehicle/item (Ellenson paragraph 0009 lines 13-14)." AOA also discloses the following:

o   *said step (b) causes the server computer to determine whether assessment of the
    used article is required individually with regard to the trade-in and the cash-out,* [AOA
    page 3 paragraph 1]

o   *when it is determined in said step (b) that assessment of the used article is not
    required with regard to each of the trade-in and the cash-out, said step (c) causes the
    server computer to determine a settled trade-in price of no value range according to
    the tentative trade-in quote as a firm trade-in price for the trade-in without
    assessment and set the firm trade-in price to a final trade-in quote of the used article,
    and to determine a settled cash-out price of no value range according to the tentative
    cash-out quote as a firm cash-out price for the cash-out without assessment and set
    the firm cash-out price to a final cash-out quote of the used article, and* [AOA page 3
    paragraph 1]

It would have been obvious to one skilled in the art at the time of the invention to combine the

quotation request and window of HP and Ellenson with the assessment determination

because it allows the customer to receive the fair and accurate value of their item. The

combination of HP, Ellenson, and AOA does not disclose a cash-out quote however Seretti

discloses providing a buy figure and an appraisal figure in at least Figure 4 and related text. It

would have been obvious to one skilled in the art at the time of the invention to combine the

quotation request and window, and the assessment of HP, Ellenson, and AOA with the cash-

out quote and range of Seretti because it would allow a customer to quickly and easily obtain

an accurate current market value for their item.

Claim 19:

The combination of HP, Ellenson, AOA, and Seretti as shown in the rejections above,

disclose all of the limitations of claim 18. AOA also discloses the following:

- o *(f) causing the server computer to determine whether the used article is worth of acceptance with regard to at least the cash-out, based on the setting of the tentative cash-out quote in said step (a),* [AOA page 3 paragraph 1]

- o *wherein, when it is determined in said step (f) that the used article is not worth of acceptance, said step (d) causes the server computer to send the quotation information including a notice that the used article is not acceptable, to the user computer.* [AOA page 3 paragraph 1]

It would have been obvious to one skilled in the art at the time of the invention to combine the quotation request and window, the assessment, and the cash-out quote of HP, Ellenson, AOA, and Seretti with the assessment of AOA because it allows the customer to receive some sort of compensation no matter what their item is actually worth.

Conclusion

Accordingly, **THIS ACTION IS MADE FINAL**. See MPEP § 706.07(a). Applicant is reminded of the extension of time policy as set forth in 37 CFR 1.136(a).

A shortened statutory period for reply to this final action is set to expire THREE MONTHS from the mailing date of this action. In the event a first reply is filed within TWO MONTHS of the mailing date of this final action and the advisory action is not mailed until after the end of the THREE-MONTH shortened statutory period, then the shortened statutory period will expire on the date the advisory action is mailed, and any extension fee pursuant to 37 CFR 1.136(a) will be calculated from the mailing date of the advisory action. In no event, however, will the statutory period for reply expire later than SIX MONTHS from the date of this final action.

Any inquiry of a general nature or relating to the status of this application or concerning this communication or earlier communications from the Examiner should be directed to **Stephanie M. Ziegle** whose telephone number is **571.272.4417.** The Examiner can normally be reached on Monday-Friday, 7:30am-4:00pm. If attempts to reach the examiner by telephone are unsuccessful, the Examiner's supervisor, **KAMBIZ ABDI** can be reached at **571.272.6702.**

Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see http://portal.uspto.gov/external/portal/pair <http://pair-direct.uspto.gov >. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at **866.217.9197** (toll-free).

Any response to this action should be mailed to:

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15 April 2009
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